

REMARKS

I. Formal Matters

Claims 1, 5, and 7 have been amended. Claim 1 has been amended to provide clarity on the structural location of the standoffs and the adhesive. Support for the current amendment to Claim 1 can be found in the Specification on page 26, lines 7-13, Fig. 3 and page 26, line 14, respectively. Claim 5 has been amended to correct a typographical error. Claim 7 has been amended to place it in proper Markush form and to correct a typographical error. No new matter has been added. Claims 1-9 remain in this Application and are presented for the Examiner's reconsideration in light of the above Amendments and the following comments.

II. Claim Objections

The Examiner's objections to Claims 5 and 7 have been addressed in the current Amendment. Applicants respectfully request the Examiner's withdrawal of the objections to Claims 5 and 7 herewith.

III. 35 U.S.C. §112 Rejections

Turning now to the Examiner's rejection of the Claims, Claims 1-9 were rejected under 35 U.S.C. §112, ¶1. The Examiner asserts that the Specification does not reasonably provide enablement for removable, repositionable, or frangible standoffs. The Examiner also asserts that the Specification lacks a disclosure as to the scope of a standoff. Applicants respectfully traverse these rejections.

Applicants respectfully direct the Examiner's attention to the Specification at page 10, lines 14-16 and page 11, lines 2-3 of the Specification, as originally filed. In particular, the Specification states that the standoffs are designed to be deformable, removable, repositionable, or frangible. Further, Applicants state that a resilient protrusion may be desirable where repeat use of the material is intended. Applicants respectfully assert that if a repeat use of the material is intended, the material can be removable, repositionable, or frangible.

Applicants respectfully believe that the Specification provides sufficient disclosure to determine the scope of a standoff. In particular, Applicants respectfully direct the Examiner to page 10, lines 11-14 of the Specification, as originally filed. In particular, the Application states, "*One design category that can provide the required properties incorporates the use of standoffs to prevent an adhesive layer from making contact with external surfaces before intended to do so.*" Because of this discussion, Applicants believe the Specification to provide explicit disclosure of what constitutes removable, repositionable, or frangible standoffs.

The Examiner has rejected Claims 1-9 under 35 U.S.C. §112, ¶2 for Applicants' use of the term "standoffs" contra to the accepted meaning of the word. Applicants respectfully direct the Examiner to *Webster's Third New International Dictionary Unabridged* (1986) which states that a standoff is "used for holding something (as an electrical wire) at a distance from a surface." (Copy enclosed) In light of this information, Applicants are at a loss to understand the Examiner's rejection to Applicants' use of the word "standoff."

The Examiner also asserts that Claim 1 fails to provide the structural location for the standoffs and the adhesive. Applicants have amended Claim 1 to provide the requested structure. Further, the Examiner is respectfully directed to page 26, lines 7-13, and Fig. 3 for Applicants' description of the structural location for the standoffs. Further, the Examiner is respectfully directed to page 26, line 14, for Applicants' written description providing the structural location of the adhesive.

Additionally, the Examiner rejected Claim 7 under 35 U.S.C. §112, ¶2 for failure to provide Claim 7 in proper Markush format. Applicants have amended Claim 7 herein.

III. Obviousness-Type Double Patenting

The Examiner has rejected Claims 1-9 for obviousness-type double patenting over Claims 1, 16, and 19 over commonly assigned U.S. Patent No. 6,194,062. Pursuant to M.P.E.P. §1490, Applicants enclose an appropriate Terminal Disclaimer compliant with 35 U.S.C. §253 and 37 C.F.R. §3.73.

IV. Summary

This response is timely filed pursuant to the provisions of 37 C.F.R. § 1.8 and M.P.E.P. § 513. If there are any additional fees due and owing by reason of this Preliminary Amendment, the Examiner is hereby authorized to charge the Deposit Account (16-2480) of The Procter and Gamble Company.

Respectfully submitted,

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June 20, 2003

Customer No. 27752

P&G Case 5922R2CC

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the application of :
PETER W. HAMILTON, ET AL. : Confirmation No.: 4354
Serial No.: 10/027,613 : Group Art Unit: 1771
Filed: December 21, 2001 : Examiner: V. S. Chang

For IMPROVED STORAGE WRAP MATERIAL

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JUN 23 2003
TC 1700

TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Petitioner, The Procter & Gamble Company, is the owner of the entire right, title and interest in the above-identified application. Petitioner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §154 to §156 and §173 as presently shortened by any terminal disclaimer of prior Patent No. 6,194,062, issued February 27, 2001. The evidentiary documents for the assignments have been reviewed, and petitioner certifies that to the best of petitioner's knowledge and belief, title is in the assignee to take this action. Petitioner hereby agrees that any patent so granted on the above-identified patent and application shall be enforceable only for and during such period that it and any patent granted on the application are commonly owned. This agreement runs with any patent granted on the above-identified application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 and §173 of any patent granted on the second application, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted patent: expires for failure to pay a maintenance fee, is held

unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

The undersigned is empowered to act on behalf of the assignee.


I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Authorization is given to charge Deposit Account No. 16-2480 for the fee required under 37 C.F.R. §1.20 (d) of \$110.00 for submission of this Terminal Disclaimer.

Respectfully submitted,

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Date: June 20, 2003

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